

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

THE CLAUSEN LAW FIRM, PLLC, on  
behalf of itself and all others similarly situated )

Plaintiff, )

v. )

NATIONAL ACADEMY OF CONTINUING  
LEGAL EDUCATION )

Defendant. )

No. 2:10-cv-01023

DECLARATION OF ERIN M.  
GARVEY IN SUPPORT OF  
DEFENDANT'S MOTION FOR  
REMOVAL

ERIN M. GARVEY declares as follows:

1. I am a citizen of the United States of America, am over the age of 18 years, and am competent to make this declaration based upon my personal knowledge and to identify the exhibits attached hereto. I am an attorney at Lane Powell PC, which represents Defendant National Academy of Continuing Legal Education.

2. On May 21, 2010, Plaintiff The Clausen Law Firm PLLC served Guy Tsadik, the President of the National Academy of Continuing Legal Education, with the Summons and Class Action Complaint for Injunctive Relief and Incidental Damages Arising out of Transmission of Unsolicited Faxes. The Summons and Complaint are attached hereto as Exhibit A.

DECLARATION OF ERIN M. GARVEY IN SUPPORT  
OF DEFENDANT'S MOTION FOR REMOVAL - 1

999999.0040/1859205.1

LANE POWELL PC  
1420 FIFTH AVENUE, SUITE 4100  
SEATTLE, WASHINGTON 98101-2338  
206.223.7000 FAX: 206.223.7107



# ***EXHIBIT A***

SUPERIOR COURT OF WASHINGTON IN AND FOR KING COUNTY

THE CLAUSEN LAW FIRM, PLLC, on  
behalf of itself and all others similarly situated,

Plaintiff,

v.

NATIONAL ACADEMY OF CONTINUING  
LEGAL EDUCATION,

Defendant.

CLASS ACTION

No. 10-2-21857-2 SEA

SUMMONS

TO: DEFENDANT NATIONAL ACADEMY OF CONTINUING LEGAL EDUCATION:

A lawsuit has been started against you in the above-entitled Court by the Plaintiff. Plaintiff's claims are stated in the written Complaint, a copy of which is served upon you with this Summons.

In order to defend against the lawsuit, you must respond to the Complaint by stating your defense in writing, and serve a copy upon the undersigned attorney for the Plaintiff within twenty (20) days after the service of this Summons, or within sixty (60) days if this Summons was served outside the State of Washington, excluding the day of service, or a default judgment may be entered against you without notice. A default

SUMMONS - 1

**WILLIAMSON  
& WILLIAMS** 187 PEARCE WAY SW  
SUITE 250  
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1 judgment is one where the Plaintiff is entitled to what has been asked for because you  
2 have not responded. If you serve a notice of appearance on the undersigned attorney, you  
3 are entitled to notice before a default judgment may be entered.  
4

5 If you wish to seek the advice of an attorney in this matter, you should do so  
6 promptly so that your written response, if any, may be served on time.

7 THIS SUMMONS is issued pursuant to Rule 4 of the Superior Court Civil Rules  
8 of the State of Washington.

9 DATED this 8th day of May, 2010.

10 WILLIAMSON & WILLIAMS

11 By: Kim Williams  
12 Rob Williamson, WSBA #11387  
13 Kim Williams, WSBA # 9077

14 *Attorneys for Plaintiff and the Proposed*  
15 *Classes*  
16  
17  
18  
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26

SUMMONS - 2

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SUPERIOR COURT OF WASHINGTON IN AND FOR KING COUNTY

THE CLAUSEN LAW FIRM, PLLC, on  
behalf of itself and all others similarly situated,

Plaintiff,

v.

NATIONAL ACADEMY OF CONTINUING  
LEGAL EDUCATION,

Defendant.

CLASS ACTION

No. 10-2-21857-2 SEA

CLASS ACTION COMPLAINT FOR  
INJUNCTIVE RELIEF AND INCIDENTAL  
DAMAGES ARISING OUT OF  
TRANSMISSION OF UNSOLICITED  
FAXES

Plaintiff brings this action in its individual capacity and on behalf of two Classes  
defined below, and for its Complaint alleges as follows:

**NATURE OF ACTION**

1. This is a proposed class action brought on behalf of persons and/or businesses  
that received an unsolicited advertisement on their telephone facsimile machine from the  
Defendant.

2. Plaintiff alleges that Defendant's use of a telephone facsimile machine,  
computer, or other device to send an unsolicited advertisement to a telephone facsimile  
machine violated the Telephone Consumer Protection Act of 1991 ("TCPA"), 47 U.S.C. §  
227, and the Washington Unsolicited Telefacsimile statute, ("Washington Unsolicited Fax  
Law"), RCW 80.36.540. Moreover, a violation of the Washington Unsolicited Fax Law

CLASS ACTION COMPLAINT FOR INJUNCTIVE RELIEF AND  
INCIDENTAL DAMAGES ARISING OUT OF TRANSMISSION  
OF UNSOLICITED FAXES- 1

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1 constitutes a *per se* violation of the Washington Consumer Protection Act ("WCPA"), RCW  
2 19.86.

### 3 THE PARTIES

4  
5 3. Plaintiff, The Clausen Law Firm, PLLC, is a professional limited liability  
6 corporation and a law firm located in Seattle, King County, Washington. Plaintiff has  
7 received an unsolicited fax sent by or at the direction of Defendant.

8 4. On information and belief, Defendant National Academy of Continuing Legal  
9 Education, is a New York business with its principal offices in West Hempstead, New York.  
10 On information and belief, said Defendant has sent unsolicited faxes into King County,  
11 Washington, and by virtue of the facts alleged herein does business in King County,  
12 Washington.  
13

### 14 JURISDICTION AND VENUE

15 5. This Court has subject matter jurisdiction over this action because Defendant  
16 transacted business within the State of Washington at all times relevant hereto; initiated  
17 contact soliciting business in the State of Washington; had continuous and systematic contact  
18 with the State of Washington; and committed tortuous acts within the State of Washington.

19 6. On information and belief, venue is proper in King County Superior Court  
20 because Defendant conducted business in this county by sending unsolicited faxes to  
21 Washington business addresses in King County, Washington.  
22

### 23 FACTUAL ALLEGATIONS

24 7. In March, 2004, the independent Consumer Union published the results of its  
25 investigation, finding that consumers are "suffering a junk-fax plague." Despite the Federal  
26 Communications Commission's issuance of hundreds of citations against companies for

1 sending unwanted faxes, the plague continues. Consumer Union recommends the filing of  
 2 complaints with the state attorney general's office. "Jay Nixon, Missouri's attorney general,  
 3 says the answer is to continue filing lawsuits until violators find faxing too costly. 'Until the  
 4 remedies exceed their profits, my sense is that they will keep pushing,' he said."

6 8. Plaintiff The Clausen Law Firm, PLLC operates a law firm in Seattle,  
 7 Washington and receives a large quantity of unsolicited advertisements by facsimile that are a  
 8 drain on its business.

9 9. Defendant solicits lawyers and law firms to purchase continuing legal  
 10 education materials in CD-ROM, Audio CD and Audio Cassette formats, and other goods and  
 11 services.

12 10. On November 6, 2009, Plaintiff received an unsolicited fax from Defendant. A  
 13 copy of this fax is attached hereto as Exhibit A. Said fax is unlawful under federal law, the  
 14 Telephone Consumer Protection Act of 1991 ("TCPA"), 47 U.S.C. § 227 *et seq.*, and  
 15 Washington law, RCW 80.36.540 ("Washington Unsolicited Fax Law").

16 11. Plaintiff has never engaged in any voluntary two-way communication with  
 17 Defendant regarding the purchase of goods or services.

18 12. Defendant knew or should have known that it did not have the prior express  
 19 invitation or permission of Plaintiff or any other member of the Classes to send the  
 20 advertisements, and knew or should have known that its actions constitute a violation of law.

21 13. As a result of Defendant's conduct, Plaintiff and members of the Classes  
 22 suffered property damage in the form of the cost of their own paper and ink required to print  
 23 Defendant's advertisement, as well as loss of use of their facsimile machine resulting in  
 24 potential lost business due to their facsimile telephone line being engaged preventing the  
 25  
 26



1 receipt of genuine business opportunities from other potential customers.

2 14. The written publication and facsimile transmission of Defendant's advertising  
3 material caused Plaintiff and members of the Classes to suffer a violation of their right to  
4 privacy.  
5

6 **CLASS ACTION ALLEGATIONS**

7 15. This class action is brought and may be maintained pursuant to CR 23(b)(2)  
8 and (b)(3). Plaintiff seeks to represent a National Class comprised of:

9 All persons and entities who received an unsolicited advertisement  
10 from Defendant in a form substantially similar to Exhibit A.

11 16. Plaintiff and members of the National Class were recipients of unsolicited  
12 facsimiles in violation of the TCPA.

13 17. Plaintiff also brings this action on behalf of a Class comprised of Washington  
14 State residents comprised of:

15 All persons and entities in Washington State who received an  
16 unsolicited advertisement from Defendant in a form substantially  
17 similar to Exhibit A.

18 18. Plaintiff and members of the Washington Class were recipients of unsolicited  
19 facsimiles in violation of the Washington Unsolicited Fax Law, and the WCPA.

20 19. This action is properly brought as a class action under CR 23(b)(2), and (b)(3)  
21 for the following reasons:

22 a. Upon information and belief, Plaintiff alleges that Defendant contacted  
23 numerous persons and businesses with the fax. Therefore, the National and Washington  
24 Classes consist of numerous members so that joinder of all members is impracticable. Most  
25 businesses and many consumers own facsimile machines and Defendant targeted businesses  
26 and persons with facsimile machines.

b. There are questions of law or fact common to the National and Washington Classes, which predominate over any questions affecting individual members, including:

i. Whether Defendant violated the TCPA, the Washington Unsolicited Fax Law, and the WCPA when sending unsolicited faxes in the form attached hereto or in a similar manner;

ii. Whether facsimiles that are the same or similar to Exhibit A constitute "unsolicited advertisements" under the TCPA;

iii. Whether facsimiles that are the same or similar to Exhibit A constitute "unsolicited . . . telefacsimile messages promoting goods and services for purchase by the recipient" under the Washington Unsolicited Fax Law;

iv. Whether Plaintiff and members of the National Class are entitled to damages under the TCPA;

v. Whether Plaintiff and members of the Washington Class are entitled to damages under the Washington Unsolicited Fax Law and the WCPA;

vi. Whether Plaintiff and members of the National Class are entitled to treble damages under the TCPA;

vii. Whether Plaintiff and members of the National Class are entitled to injunctive relief under the TCPA; and

viii. Whether Plaintiff and members of the Washington Class are entitled to injunctive relief under the Washington Unsolicited Fax Law and the

1 WCPA.

2 c. The claims asserted by Plaintiff are typical of the claims of the members of the  
3 National and Washington Classes and there is uniformity in the federal and state legislation  
4 prohibiting the practice complained of and providing statutory damages that may be pursued  
5 in State Court.  
6

7 d. Plaintiff will fairly and adequately protect the interests of the National and  
8 Washington Classes. Plaintiff's claims are typical of the members of the Classes because  
9 they, as with all Class members, received one or more unsolicited faxes from Defendant.  
10 Plaintiff seeks no relief that is antagonistic or adverse to other members of the Classes.  
11

12 e. Plaintiff has retained counsel competent and experienced in class and  
13 consumer litigation, and has no conflict of interest with other National Class and Washington  
14 Class members in the maintenance of this class action. In addition, Plaintiff had no  
15 relationship with Defendant. Plaintiff will vigorously pursue the claims of the National and  
16 Washington Classes.  
17

18 f. Defendant has acted on grounds generally applicable to Plaintiff and the  
19 National and Washington Classes as alleged herein, thereby making appropriate final  
20 injunctive relief and incidental damages with respect to the Classes as a whole.

21 g. A class action is superior to any other available means for the adjudication of  
22 this controversy. This action will cause an orderly and expeditious administration of the  
23 National and Washington Classes' claims; economies of time, effort and expense will be  
24 fostered, and uniformity of decisions will be ensured at the lowest cost and with the least  
25 expenditure of judicial resources.  
26

h. Because the loss suffered by individual National and Washington Class

1 members may be relatively small, the expense and burden of individual litigation makes it  
 2 impracticable for the Class members individually to seek redress for the wrongs done to them.  
 3 Plaintiff believes that Class members, to the extent they are aware of their rights against  
 4 Defendant, would be unable to secure counsel to litigate their claims on an individual basis  
 5 because of the relatively small nature of the individual damages warranted and/or the value of  
 6 individual injunctive relief. Hence, a class action is the only feasible means of recovery for  
 7 the Class members. Furthermore, without a class action, Class members will continue to  
 8 suffer damages and Defendant will continue to violate federal and state law, retaining and  
 9 reaping the proceeds of its wrongful marketing practices.  
 10

11 i. Plaintiff does not anticipate any difficulty in management of this action  
 12 because the evidence proving Defendant's violation of the statutes is ascertainable through  
 13 discovery. The identities of the Class members are known by Defendant, and damages can be  
 14 calculated from Defendant's records. This action poses no unusual difficulties that would  
 15 impede its management by the Court as a class action.  
 16

### 17 COUNT I

#### 18 **VIOLATION OF THE TELEPHONE CONSUMER PROTECTION ACT** 19 **(47 U.S.C. § 227 *et seq.*)**

20 20. Defendant used a telephone facsimile machine, computer, or other device to  
 21 send unsolicited advertisements to telephone facsimile machines, including telephone  
 22 facsimile machines owned by Plaintiff.  
 23

24 21. As a result of said conduct, Plaintiff and members of the National Class have  
 25 sustained damages. Under the TCPA, Plaintiff and all members of the National Class are  
 26 entitled to injunctive and declaratory relief enjoining Defendant's unlawful conduct, as well  
 as incidental statutory damages.

22. As a result of said conduct, Plaintiff and members of the National Class suffered property damage, and Defendant has invaded the privacy interest of Plaintiff and members of the National Class.

## COUNT II

### VIOLATION OF THE WASHINGTON UNSOLICITED FAX LAW AND THE WCPA (RCW 80.36.540 & RCW 19.86.020)

23. Defendant initiated the unsolicited transmission of facsimile messages promoting goods and services for purchase by Plaintiff and members of the Washington Class, in violation of the Washington Unsolicited Fax Law.

24. Defendant initiated the unsolicited transmission of facsimile messages to Plaintiff and members of the Washington Class, with whom Defendant had no prior contractual or business relationship, removing their actions from the exception set forth in RCW 80.36.540(3)(a).

25. As a result of said conduct, Plaintiff and members of the Washington Class have sustained damages. Under the Washington Unsolicited Fax Law, Plaintiff and all members of the Washington Class are entitled to injunctive relief enjoining Defendant's unlawful conduct, as well as incidental statutory damages in the amount of \$500, or treble that amount as determined by law.

26. As a result of said conduct, Plaintiff and members of the Washington Class suffered property damage, and Defendant has invaded the privacy interest of Plaintiff and members of the Washington Class.

## COUNT III

### DECLARATORY RELIEF UNDER THE WASHINGTON DECLARATORY JUDGMENT ACT

CLASS ACTION COMPLAINT FOR INJUNCTIVE RELIEF AND  
INCIDENTAL DAMAGES ARISING OUT OF TRANSMISSION  
OF UNSOLICITED FAXES- 8

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(RCW 7.24.010)

27. Defendant used a telephone facsimile machine, computer, or other device to send advertisements to telephone facsimile machines, including telephone facsimile machines owned by Plaintiff.

28. Defendant did not obtain "express invitation or consent" to send Plaintiff or members of the National Class the facsimiles at issue as required by the TCPA.

29. Defendant did not have a "prior contractual or business relationship" with Plaintiff or any member of the Washington Class as those terms are defined in the Washington Unsolicited Fax Law.

30. Plaintiff and members of the National Class are entitled to have their rights, status and legal relations under the TCPA relating to the Defendant's sending of facsimile advertisements established by this Court.

31. Plaintiff and members of the Washington Class are entitled to have their rights, status and legal relations under the Washington Unsolicited Facsimile Act relating to the Defendant's sending of facsimile advertisements established by this Court.

**RELIEF SOUGHT**

WHEREFORE, Plaintiff requests judgment against Defendant for themselves and the members of the National and Washington Classes as follows:

A. Certification of the National and Washington Classes pursuant to CR 23(b)(2) or CR 23(b)(3);

B. Granting extraordinary, equitable, and/or injunctive relief as permitted by law to ensure that Defendant will not continue to send unsolicited faxes;

C. Judgment in the amount of \$500 for Plaintiff and each member of the National and the Washington Classes for incidental statutory damages for each individual unsolicited fax received by them from Defendant;

D. Judgment in the amount equal to three times the damages to Plaintiff and members of the National Class under the TCPA, and Washington Class under the WCPA;

E. A Declaration that Defendant has violated the TCPA because it failed to obtain "express invitation or consent" to send the subject facsimiles to Plaintiff or the National Class;

F. A Declaration that Defendant has violated the Washington Unsolicited Fax Act because it failed to obtain permission to send the fax and had no implied permission through a "prior contractual or business relationship" with Plaintiff or the Washington Class prior to sending the facsimiles at issue;

G. Judgment for costs and fees incurred in connection with this action, including reasonable attorneys' fees, expert witness fees, and other costs, as provided by law; and

H. Granting such other and further relief as the Court deems just and proper.

I. An Order holding Defendant liable for the damages awarded.

DATED this 18th day of May, 2010.

WILLIAMSON & WILLIAMS

By: Kim Williams  
 Kim Williams, WSBA #9077  
 Rob Williamson, WSBA # 11387  
 Attorneys for Plaintiff and the Proposed Classes

# **EXHIBIT A**



Nov. 6. 2009 3:26PM nacle 866-466-2253

No. 3777 P. 1/2



# Fax

To: Mark A. Clausen From: Daniel Greenfeld  
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No. 3777 P. 2/2



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SUPERIOR COURT OF WASHINGTON  
COUNTY OF KING

Clausen Law Firm

NO. 10-2-21857-2 SEA

VS

National Academy of Continuing Legal

CASE INFORMATION COVER SHEET  
AND AREA DESIGNATION

---

CAUSE OF ACTION

(TTO) - TORT, NON-MOTOR VEHICLE

AREA DESIGNATION

**SEATTLE -** Defined as all King County north of Interstate 90 and including all of Interstate 90 right of way, all of the cities of Seattle, Mercer Island, Issaquah, and North Bend, and all of Vashon and Maury Islands.

**IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF KING**

Clausen Law Firm

vs

National Academy of Continuing Legal Education

Plaintiff(s)

Defendant(s)

NO. 10-2-21857-2 SEA

Order Setting Civil Case Schedule (\*ORSCS)

ASSIGNED JUDGE North 30

FILE DATE: 06/21/2010

TRIAL DATE: 12/05/2011

A civil case has been filed in the King County Superior Court and will be managed by the Case Schedule on Page 3 as ordered by the King County Superior Court Presiding Judge.

**I. NOTICES**

**NOTICE TO PLAINTIFF:** The Plaintiff may serve a copy of this **Order Setting Case Schedule (Schedule)** on the Defendant(s) along with the **Summons and Complaint/Petition**. Otherwise, the Plaintiff shall serve the **Schedule** on the Defendant(s) within 10 days after the later of: (1) the filing of the **Summons and Complaint/Petition** or (2) service of the Defendant's first response to the **Complaint/Petition**, whether that response is a **Notice of Appearance**, a response, or a Civil Rule 12 (CR 12) motion. The **Schedule** may be served by regular mail, with proof of mailing to be filed promptly in the form required by Civil Rule 5 (CR 5).

**"I understand that I am required to give a copy of these documents to all parties in this case."**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Sign Name

## **I. NOTICES (continued)**

### **NOTICE TO ALL PARTIES:**

All attorneys and parties should make themselves familiar with the King County Local Rules [KCLR] -- especially those referred to in this *Schedule*. In order to comply with the *Schedule*, it will be necessary for attorneys and parties to pursue their cases vigorously from the day the case is filed. For example, discovery must be undertaken promptly in order to comply with the deadlines for joining additional parties, claims, and defenses, for disclosing possible witnesses [See KCLR 26], and for meeting the discovery cutoff date [See KCLR 37(g)].

### **CROSSCLAIMS, COUNTERCLAIMS AND THIRD PARTY COMPLAINTS:**

A filing fee of \$200 must be paid when any answer that includes additional claims is filed in an existing case.

#### **KCLR 4.2(a)(2)**

A Confirmation of Joinder, Claims and Defenses or a Statement of Arbitrability must be filed by the deadline in the schedule. The court will review the confirmation of joinder document to determine if a hearing is required. If a Show Cause order is issued, all parties cited in the order must appear before their Chief Civil Judge.

### **PENDING DUE DATES CANCELED BY FILING PAPERS THAT RESOLVE THE CASE:**

When a final decree, judgment, or order of dismissal of all parties and claims is filed with the Superior Court Clerk's Office, and a courtesy copy delivered to the assigned judge, all pending due dates in this *Schedule* are automatically canceled, including the scheduled Trial Date. It is the responsibility of the parties to 1) file such dispositive documents within 45 days of the resolution of the case, and 2) strike any pending motions by notifying the bailiff to the assigned judge.

Parties may also authorize the Superior Court to strike all pending due dates and the Trial Date by filing a *Notice of Settlement* pursuant to KCLR 41, and forwarding a courtesy copy to the assigned judge. If a final decree, judgment or order of dismissal of all parties and claims is not filed by 45 days after a *Notice of Settlement*, the case may be dismissed with notice.

If you miss your scheduled Trial Date, the Superior Court Clerk is authorized by KCLR 41(b)(2)(A) to present an *Order of Dismissal*, without notice, for failure to appear at the scheduled Trial Date.

### **NOTICES OF APPEARANCE OR WITHDRAWAL AND ADDRESS CHANGES:**

*All parties to this action must keep the court informed of their addresses.* When a Notice of Appearance/Withdrawal or Notice of Change of Address is filed with the Superior Court Clerk's Office, parties must provide the assigned judge with a courtesy copy.

### **ARBITRATION FILING AND TRIAL DE NOVO POST ARBITRATION FEE:**

A Statement of Arbitrability must be filed by the deadline on the schedule if the case is subject to mandatory arbitration and service of the original complaint and all answers to claims, counterclaims and cross-claims have been filed. If mandatory arbitration is required after the deadline, parties must obtain an order from the assigned judge transferring the case to arbitration. **Any party filing a Statement must pay a \$220 arbitration fee.** If a party seeks a trial de novo when an arbitration award is appealed, a fee of \$250 and the request for trial de novo must be filed with the Clerk's Office Cashiers.

### **NOTICE OF NON-COMPLIANCE FEES:**

All parties will be assessed a fee authorized by King County Code 4.71.050 whenever the Superior Court Clerk must send notice of non-compliance of schedule requirements and/or Local Civil Rule 41.

King County Local Rules are available for viewing at [www.kingcounty.gov/courts/clerk](http://www.kingcounty.gov/courts/clerk).

## II. CASE SCHEDULE

| CASE EVENT   | DEADLINE<br>or<br>EVENT DATE | Filing<br>Needed |
|--|------------------------------|------------------|
| Case Filed and Schedule Issued.  | Mon 06/21/2010               | *                |
| Last Day for Filing Statement of Arbitrability without a Showing of Good Cause for Late Filing [See KCLMAR 2.1(a) and Notices on Page 2].<br><b>\$220 arbitration fee must be paid</b> | Mon 11/29/2010               | *                |
| DEADLINE to file Confirmation of Joinder if not subject to Arbitration.<br>[See KCLCR 4.2(a) and Notices on Page 2].   | Mon 11/29/2010               | *                |
| DEADLINE for Hearing Motions to Change Case Assignment Area.<br>[See KCLCR 82(e)]  | Mon 12/13/2010               |                  |
| DEADLINE for Disclosure of Possible Primary Witnesses<br>[See KCLCR 26(b)].  | Tue 07/05/2011               |                  |
| DEADLINE for Disclosure of Possible Additional Witnesses<br>[See KCLCR 26(b)].   | Mon 08/15/2011               |                  |
| DEADLINE for Jury Demand [See KCLCR 38(b)(2)].   | Mon 08/29/2011               | *                |
| DEADLINE for Setting Motion for a Change in Trial Date<br>[See KCLCR 40(d)(2)].  | Mon 08/29/2011               | *                |
| DEADLINE for Discovery Cutoff [See KCLCR 37(g)].   | Mon 10/17/2011               |                  |
| DEADLINE for Engaging in Alternative Dispute Resolution [See KCLCR 16(b)].   | Mon 11/07/2011               |                  |
| DEADLINE for Exchange Witness & Exhibit Lists & Documentary Exhibits<br>[See KCLCR 4(j)].  | Mon 11/14/2011               |                  |
| DEADLINE to file Joint Confirmation of Trial Readiness<br>[See KCLCR 16]   | Mon 11/14/2011               | *                |
| DEADLINE for Hearing Dispositive Pretrial Motions [See KCLCR 56; CR 56].   | Mon 11/21/2011               |                  |
| Joint Statement of Evidence [See KCLCR (4)(k)].  | Mon 11/28/2011               | *                |
| DEADLINE for filing Trial Briefs, Proposed Findings of Fact and Conclusions of Law and Jury Instructions (Do not file Proposed Findings of Fact and Conclusions of Law with the Clerk) | Mon 11/28/2011               | *                |
| Trial Date [See KCLCR 40].   | Mon 12/05/2011               |                  |

## III. ORDER

Pursuant to King County Local Civil Rule 4 [KCLCR 4], IT IS ORDERED that the parties shall comply with the schedule listed above. Penalties, including but not limited to sanctions set forth in Local Civil Rule 4(g) and Rule 37 of the Superior Court Civil Rules, may be imposed for non-compliance. It is FURTHER ORDERED that the party filing this action must serve this *Order Setting Civil Case Schedule* and attachment on all other parties.

DATED: 06/21/2010



PRESIDING JUDGE

#### **IV. ORDER ON CIVIL PROCEEDINGS FOR ASSIGNMENT TO JUDGE**

##### **READ THIS ORDER BEFORE CONTACTING YOUR ASSIGNED JUDGE**

This case is assigned to the Superior Court Judge whose name appears in the caption of this case schedule. The assigned Superior Court Judge will preside over and manage this case for all pretrial matters.

**COMPLEX LITIGATION:** If you anticipate an unusually complex or lengthy trial, please notify the assigned court as soon as possible.

**APPLICABLE RULES:** Except as specifically modified below, all the provisions of King County Local Civil Rules 4 through 26 shall apply to the processing of civil cases before Superior Court Judges. The local civil rules can be found at <http://www.kingcounty.gov/courts/superiorcourt/civil.aspx>.

##### **CASE SCHEDULE AND REQUIREMENTS**

Deadlines are set by the case schedule, issued pursuant to Local Civil Rule 4.

**THE PARTIES ARE RESPONSIBLE FOR KNOWING AND COMPLYING WITH ALL DEADLINES IMPOSED BY THE COURT'S LOCAL CIVIL RULES.**

##### **A. Joint Confirmation regarding Trial Readiness Report:**

No later than twenty one (21) days before the trial date, parties shall complete and file (with a copy to the assigned judge) a joint confirmation report setting forth whether a jury demand has been filed, the expected duration of the trial, whether a settlement conference has been held, and special problems and needs (e.g. interpreters, equipment, etc.).

The form is available at <http://www.kingcounty.gov/courts/superiorcourt.aspx>. If parties wish to request a CR 16 conference, they must contact the assigned court. Plaintiff's/petitioner's counsel is responsible for contacting the other parties regarding said report.

##### **B. Settlement/Mediation/ADR**

a. Forty five (45) days before the trial date, counsel for plaintiff/petitioner shall submit a written settlement demand. Ten (10) days after receiving plaintiff's/petitioner's written demand, counsel for defendant/respondent shall respond (with a counter offer, if appropriate).

b. Twenty eight (28) days before the trial date, a Settlement/Mediation/ADR conference shall have been held. **FAILURE TO COMPLY WITH THIS SETTLEMENT CONFERENCE REQUIREMENT MAY RESULT IN SANCTIONS.**

**C. Trial:** Trial is scheduled for 9:00 a.m. on the date on the case schedule or as soon thereafter as convened by the court. The Friday before trial, the parties should access the King County Superior Court website <http://www.kingcounty.gov/courts/superiorcourt.aspx> to confirm trial judge assignment. Information can also be obtained by calling (206) 205-5984.

##### **MOTIONS PROCEDURES**

##### **A. Noting of Motions**

**Dispositive Motions:** All summary judgment or other dispositive motions will be heard with oral argument before the assigned judge. The moving party must arrange with the hearing judge a date and time for the hearing, consistent with the court rules. Local Civil Rule 7 and Local Civil Rule 56 govern procedures for summary judgment or other motions that dispose of the case in whole or in part. The local civil rules can be found at <http://www.kingcounty.gov/courts/superiorcourt/civil.aspx>.



**Nondispositive Motions:** These motions, which include discovery motions, will be ruled on by the assigned judge without oral argument, unless otherwise ordered. All such motions must be noted for a date by which the ruling is requested; this date must likewise conform to the applicable notice requirements. Rather than noting a time of day, the Note for Motion should state "Without Oral Argument." Local Civil Rule 7 governs these motions, which include discovery motions. The local civil rules can be found at <http://www.kingcounty.gov/courts/superiorcourt/civil.aspx>.

**Motions in Family Law Cases not involving children:** Discovery motions to compel, motions in limine, motions relating to trial dates and motions to vacate judgments/dismissals shall be brought before the assigned judge. All other motions should be noted and heard on the Family Law Motions calendar. Local Civil Rule 7 and King County Family Law Local Rules govern these procedures. The local rules can be found at <http://www.kingcounty.gov/courts/superiorcourt/civil.aspx>.

**Emergency Motions:** Under the court's local civil rules, emergency motions will be allowed only upon entry of an Order Shortening Time. However, emergency discovery disputes may be addressed by telephone call and without written motion, if the judge approves.

## **B. Original Documents/Working Copies/ Filing of Documents**

**All original documents must be filed with the Clerk's Office.** Please see information on the Clerk's Office website at [www.kingcounty.gov/courts/clerk](http://www.kingcounty.gov/courts/clerk) regarding the new requirement outlined in LGR 30 that attorneys must e-file documents in King County Superior Court. The exceptions to the e-filing requirement are also available on the Clerk's Office website.

The working copies of all documents in support or opposition must be marked on the upper right corner of the first page with the date of consideration or hearing and the name of the assigned judge. The assigned judge's working copies must be delivered to his/her courtroom or the Judges' mailroom. Working copies of motions to be heard on the Family Law Motions Calendar should be filed with the Family Law Motions Coordinator. On June 1, 2009 you will be able to submit working copies through the Clerk's office E-Filing application at [www.kingcounty.gov/courts/clerk](http://www.kingcounty.gov/courts/clerk).

**Service of documents.** E-filed documents may be electronically served on parties who opt in to E-Service within the E-Filing application. The filer must still serve any others who are entitled to service but who have not opted in. E-Service generates a record of service document that can be e-filed. Please see information on the Clerk's office website at [www.kingcounty.gov/courts/clerk](http://www.kingcounty.gov/courts/clerk) regarding E-Service.

**Original Proposed Order:** Each of the parties must include an original proposed order granting requested relief with the working copy materials submitted on any motion. Do not file the original of the proposed order with the Clerk of the Court. Should any party desire a copy of the order as signed and filed by the judge, a pre-addressed, stamped envelope shall accompany the proposed order.

**Presentation of Orders:** All orders, agreed or otherwise, must be presented to the assigned judge. If that judge is absent, contact the assigned court for further instructions. If another judge enters an order on the case, counsel is responsible for providing the assigned judge with a copy.

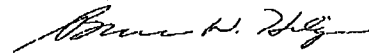


**Proposed orders finalizing settlement and/or dismissal by agreement of all parties shall be presented to the assigned judge or in the Ex Parte Department. Formal proof in Family Law cases must be scheduled before the assigned judge by contacting the bailiff, or formal proof may be entered in the Ex Parte Department. If final order and/or formal proof are entered in the Ex Parte Department, counsel is responsible for providing the assigned judge with a copy.**

**C. Form**

Memoranda/briefs for matters heard by the assigned judge may not exceed twenty four (24) pages for dispositive motions and twelve (12) pages for nondispositive motions, unless the assigned judge permits over-length memoranda/briefs in advance of filing. Over-length memoranda/briefs and motions supported by such memoranda/briefs may be stricken.

**IT IS SO ORDERED. FAILURE TO COMPLY WITH THE PROVISIONS OF THIS ORDER MAY RESULT IN DISMISSAL OR OTHER SANCTIONS. PLAINTIFF/PEITITONER SHALL FORWARD A COPY OF THIS ORDER AS SOON AS PRACTICABLE TO ANY PARTY WHO HAS NOT RECEIVED THIS ORDER.**



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**PRESIDING JUDGE**